

STATE OF MICHIGAN
IN THE SUPREME COURT
APPEAL FROM THE MICHIGAN COURT OF APPEALS

PAUL DRESSEL and THERESA
DRESSEL,

Supreme Court Case No. 119959

Plaintiff/Appellee,

Court of Appeals Case No. 222447

v

AMERIBANK,

Kent County Circuit Court

Lower Court No. 98-013017-CP

Defendant/Appellant.

BRIEF ON APPEAL - MICHIGAN LAND TITLE ASSOCIATION
IN SUPPORT OF APPELLANT

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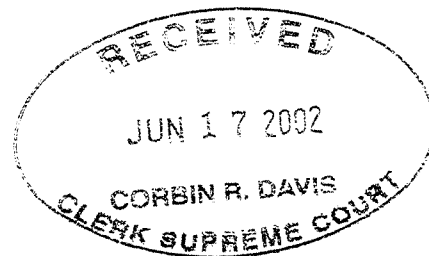


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QUESTION PRESENTED

I. Whether the Court of Appeals' ruling that the preparation of routine form documents, in connection with a real estate transaction, constitutes the unauthorized practice of law where no legal discretion is exercised and no legal advice is given, is erroneous.

Defendant-Appellant Ameribank says "Yes."

Plaintiff-Appellees Paul and Theresa Dressel say "No."

The Court of Appeals says "No."

Amicus Curiae Michigan Land Title Association says "Yes."

INTRODUCTION

The Michigan Land Title Association ("MLTA") is filing this brief because the decision by the Court of Appeals that the preparation of routine real estate documents may constitute the unauthorized practice of law creates a significant threat to the efficient, low cost performance of residential real estate closings in Michigan. MLTA's title insurer and title agency members perform most of the residential real estate closings in Michigan, frequently without the involvement of attorneys. This process, which includes the preparation of the routine legal documents related to these transactions, has provided tremendous benefits in the form of outstanding service and low cost to Michigan homebuyers and sellers and to the real estate industry. The Court of Appeals' decision has already resulted in at least two purported class actions against title companies challenging this process.¹ If the decision is not overturned, this case and other litigation which could follow could jeopardize the success of the real estate closing process in Michigan.

In Michigan, residential real estate closings are most commonly performed by the insurer or agency providing title insurance on the transaction. The closings are commonly performed at the office of the title insurer or agency, generally by experienced "closers" who devote all or at least a substantial portion of their time to the conduct of real estate closings. MLTA estimates that title insurers and agencies perform approximately 300,000 residential real estate closings in a typical year. The services provided include, most significantly:

- (1) The scheduling and conduct of the real estate closing;
- (2) The holding of deposits in escrow and disbursement of funds at the closing;

¹ Mozen v Transnation, No. 01-130994-CZ (Wayne Cir. Ct. filed Sept. 7, 2001) and Newrot v First Michigan Title, Inc. No. 01-140076-CP (Wayne Cir. Ct. filed Nov. 26, 2001).

- (3) Calculation of payments due under taxes and water bills;
- (4) "Filling in the blanks" on simple form documents to be executed by the parties at the closing;
- (5) Supervision of execution of the necessary documents;
- (6) Recording of appropriate documents; and
- (7) Return of the closing package to the lender.

These services are often paid for by a single fee covering the closing. These fees vary by location and by company, but often are in the \$200-\$300 range. On some occasions, there may be an additional fee for "document processing".

One or both parties to a residential real estate closing may or may not be represented by an attorney, depending upon their personal choice. Many consumers choose not to undertake this additional expense, and closings are frequently conducted without attorney involvement.

The documents "prepared" by the closers are simple standard forms, the use of which in a particular closing involves nothing more than the filling in of a few blanks or the typing in of relevant calculations, names and addresses, and execution by the parties. For example:

- (1) The closing statement simply lists the names of the parties, the address of the real estate in question and calculates amounts due. See Exhibit 1.
- (2) A number of the forms, including the Property Transfer Affidavit and the Homestead Exemption Affidavit, are statutorily prescribed forms. See Exhibits 2 and 3, respectively.
- (3) Form deeds are often used to effectuate the conveyance of the real estate. See Exhibit 4. In some instances, e.g. warranty deeds, the critical language (stating that the sellers

“convey and warrant” the property) is prescribed by statute. See MCL 565.151. The remainder of the form often involves just the filling in of names, addresses and a statutorily required acknowledgment. Such warranty deeds are commonly printed in “form books,” which permit the user to simply copy them and fill in the blanks.²

(4) The Bill of Sale effectuates the conveyance of any personal property in connection with the transaction. See Exhibit 6. Again, bills of sales are standard forms routinely contained in form books.³

Thus, preparation of these documents does not involve legal judgments or discretion. It simply provides an inexpensive clerical service for the benefit of the parties to a real estate transaction. Indeed, even when one or both parties retain attorneys in connection with a residential real estate transaction, the standard practice is that the attorneys review the forms prepared by the title company, rather than attempting to prepare the forms themselves. This reflects a virtually universal acknowledgment that the home buyer is often best served by the preparation of the kinds of forms described above by the title company, since they do not involve the exercise of legal judgment.

If the preparation of these simple forms were viewed as the practice of law and prohibited, this would cause substantial harm to consumers throughout the State of Michigan. Most significantly, they would be required to retain attorneys to prepare these forms at a much

² See e.g. Institute of Continuing Legal Education (“ICLE”), Michigan Basic Practice Handbook, (5th Ed, vol 1, form 5.14 p 5-117, ICLE 2001; Meyers, Michigan Legal Forms, Vol 7, Form 7.2, p 7-15 (Lawyers Cooperative Publishing 1994); Cameron, Jr., Michigan Real Estate Forms, Vol. 1, Form 3.3.1.0 (Lexis Law Pub. 1999); Internet Legal Resource Guide (“ILRG”), <http://www.ilrg.com/forms/wrntdeed.html>. Copies of the documents referenced in notes 2 and 3 are attached as Exhibit 5.

³ See ICLE, Form 5.16; Meyers, Form 7.8; Cameron, Vol 1, Form 3.4.9.1; ILRG, <http://www.ilrg.com/forms/wrntybil.html>.

greater cost.⁴ If the preparation of these forms took even three hours' time, at the median hourly rate for real estate lawyers in Michigan of \$150 per hour,⁵ this would add \$450 to the cost of the real estate transaction, a greater amount than the typical sum charged by a title insurer or agency for all the services it provides in connection with a closing. Moreover, if the forms were prepared by an attorney for one of the parties, the other party could believe it was necessary to retain his or her own attorney to review documents which have been prepared by an advocate for the opposing party to the transaction. This will likely add at least as much expense for the other party to the transaction. This could add as much as hundreds of millions of dollars in expense to the residential real estate process in Michigan, doubling or tripling the cost thereof without providing any additional protection to the parties.

As explained below, the holdings at issue, which impose significant restrictions on this accepted, efficient process, should not be allowed to stand. MLTA will not reargue Ameribank's case, which is already being well argued to this Court, but will merely add its own views and points of emphasis in the hope of providing the Court additional perspective on these important issues.

⁴ The harm to consumers that results from requiring attorneys to be involved in the real estate closing process has recently been addressed by the United States Department of Justice and the Federal Trade Commission. These agencies recently issued a formal letter to the North Carolina State Bar, criticizing two ethics opinions which required attorneys to be involved in the real estate closing process. The letter stated that such requirements "deprive[] North Carolina consumers of the ability to use less expensive or more convenient lay closers or paralegals" and "prevent lay services from entering the business of providing real estate purchase closings and from continuing to close refinancing deals." See Exhibit 7 at p. 3, United States Department of Justice and Federal Trade Commission Joint Letter dated December 14, 2001, available at <http://www.usdoj.gov/atr/public/guidelines/9709.htm>. The opinion further noted that the price of lawyers' settlement services would likely also increase "because the availability of alternative, lower-cost lay services currently restrains the fees that lawyers can charge" for closing services. Id. at p. 4. Although this letter does not address the precise situation before the Court, the harm to consumers addressed by the agencies is similar to that present here.

⁵ Michigan Bar Journal, Vol. 79, No. 11 (November 2000) at p. 1559.

ARGUMENT

I. MICHIGAN COURTS HAVE NOT SQUARELY ADDRESSED WHETHER PREPARATION OF FORM REAL ESTATE TRANSACTION DOCUMENTS, WITHOUT MORE, CONSTITUTES THE UNAUTHORIZED PRACTICE OF LAW.

The Court of Appeals relied on Michigan law in its erroneous determination. However, the Michigan precedents do not squarely address the most critical issue affecting residential real estate transactions in Michigan; does the filling out of routine transactional forms, prescribed by statute and/or contained in form books, constitute the unauthorized practice of law? As acknowledged by the Court of Appeals, MCL 600.916 and MCL 450.681, the Michigan statutes which prohibit the unauthorized practice of law by individuals or by a corporation when it is acting other than for itself, “fail to define precisely what constitutes the ‘practice of law.’” Dressel v Ameribank, 247 Mich App 133; 635 NW2d 328 (2001), lv app granted, 2002 Mich Lexis 545, ___, Mich ___, ___ NW 2d ___ (April 23, 2002), citing State Bar of Michigan v Cramer, 399 Mich 116, 132; 249 NW2d 1 (1976). Because of the importance of this issue to Michigan consumers and Michigan real estate transactions, it is critical that this Court do so.

The opinion below discussed several Michigan cases that “have endeavored to provide relevant criteria to determine what activities amount to the practice of law.” Id. The cases cited, however, leave unanswered the critical questions addressed on appeal, and in significant part support the conclusion that the preparation of routine transactional documents does not constitute the practice of law. For example, in Grand Rapids Bar Ass’n v Denkema, 290 Mich 56; 287 NW 377 (1939), this Court focused on the drafting of wills, not a simple document like those discussed above. The Denkema opinion quoted, among other cases, a decision stating that the unauthorized practice of law statute “is aimed at the practice of law, not to the performance of acts incidental to the transfer of property by particular individuals.” 290 Mich at 67 (citing Cain

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v Merchants National Bank & Trust Co, 268 NW 719; 66 ND 746 (1936); People v Title Guarantee & Trust Co, 125 NE 666; 227 NY 366 (1919)). In Detroit Bar Ass'n v Union Guardian Trust Co, 282 Mich 707, 711; 281 NW 432 (1938), this Court noted that the "mere mechanical drafting" of wills could be performed by a "law clerk or a stenographer" on behalf of a trust company, as long as these papers were not filed in Court under the name of such company. In State Bar of Michigan v Kupris, 366 Mich 688; 116 NW2d 341 (1962), this Court stated:

Is the filling out of blanks and standard forms used in property transactions the practice of law in the general acceptance of the term? Clearly one who limits his activities in the manner indicated may scarcely be said to be engaged in a law practice or to be holding himself out to the public as an attorney at law.

366 Mich at 694.

Indeed, this Court in State Bar of Michigan v Cramer, 399 Mich at 133, noted that:

It cannot be urged with reason, that a lawyer must preside over every transaction where written legal forms must be selected and used by an agent for one of the parties. Such a restriction would so paralyze business activities that very few transactions could be expeditiously consummated.

Id., (quoting State ex rel Indiana State Bar Association v Indiana Real Estate Association, 244 Ind 214, 221-222, 191 NE 2d 711 (1963)).⁶

Finally, in Ingham County Bar Ass'n v Walter Neller Co, 342 Mich 214; 69 NW2d 713 (1955), this Court noted in dictum that "[i]t has been repeatedly held that [conveyancing] is not the practice of law." 342 Mich at 221. This dictum reflects the better view; that the use of simple real estate forms simply is not the unauthorized practice of law.

⁶ In Cramer the defendant's activities were found illegal only because "defendant goes well beyond merely making available those materials necessary to effect a legal divorce. She advertises 'professional guidance' to her 'clients'." 399 Mich at 137.

II. THE PREPARATION OF FORM REAL ESTATE DOCUMENTS IS NOT THE UNAUTHORIZED PRACTICE OF LAW.

This Court should conclude that the preparation of routine "form" documents in real estate transactions does not constitute the unauthorized practice of law, because such a holding is consistent with the desire of the Michigan Legislature to protect the public and enhance consumer welfare. Pursuant to this principle, many courts in other states have concluded that the preparation of form real estate documents does not constitute the unauthorized practice of law, because it does not involve the exercise of legal discretion, and therefore there is no significant danger of harm to the public. Additionally, these courts have recognized the benefit to the public from a system, long used, in which real estate transactions are conducted without the additional expense which would be required by the need to use counsel. These courts have noted that whether or not a fee is charged for such document preparation is not the critical issue; if the preparation of these routine documents does not involve the legal discretion that is the essence of the practice of law, then it is proper whether or not a fee is charged.

For example, in Perkins v CTX Mortgage Co., 969 P2d 93; 137 Wash 2d 93 (Wash 1999), the court explained that whether the defendant had engaged in the unauthorized practice of law by preparing financing documents turned not on whether a fee was charged, but on whether legal discretion was exercised:

[T]he essential inquiry is whether a mortgage lender is authorized to prepare the legal documents that are ordinarily incident to its financing activities when lay employees participating in such document preparation do not exercise any legal discretion.

969 P2d at 98.

The Perkins court found where CTX employees “do not exercise any legal discretion during their participation in the document preparation process . . . there is no risk of public harm from incompetent lawyering.” Id. at 98.

The critical principle at issue in unauthorized practice of law cases, the court held, “has always been the promotion of the public interest.” Id. “Consequently, we have prohibited only those activities that involved the lay exercise of legal discretion because of the potential for public harm.” Id. Citing Cultum v Heritage House Realtors, Inc., 694 P2d 630, 635; 103 Wash 2d 623 (Wash 1985), the Perkins court explained that “the *strong public interest in convenience and limiting costs* weighed in favor of allowing real estate professionals to prepare the legal instruments necessary for conveyancing.” Id. at 99 (emphasis added). The Perkins court also agreed that “[Cultum’s] concurrence’s pragmatic concern that certain real estate practices are ‘fact[s] of life in the real world’ implicitly recognizes *the logistical and financial burden on the public that would result from imposing lawyers on every stage of real estate conveyancing.*” Id. (emphasis added). The Perkins court determined that the use and filling out of routine real estate documents *does not* involve the exercise of legal discretion and should not be prohibited. Id. at 98.

In Cardinal v Merrill Lynch Realty/Burnet, Inc., 433 NW2d 864 (Minn 1989), the court held that the defendant real estate broker did not engage in the unauthorized practice of law when it charged a fee for services in connection with the preparation of documents in an ordinary real estate transaction. The Cardinal court focused on “this court’s abiding concern for the public interest in determining whether certain conduct constitutes the unauthorized practice of law...” 433 NW2d at 868. The court noted that, in the case at bar, the plaintiffs did not allege “that the transactions posed legal questions which demanded the expertise of one learned in the law nor

that the plaintiffs were ill served. . . .” Id. at 869. Therefore, the court concluded that, where plaintiffs did not allege that the documents prepared by the defendant “involved anything out of the ordinary or that it presented difficult or doubtful questions which reasonably required the application of a trained legal mind...charging a fee for services which include the preparation of *ordinary documentation for a real estate transaction* does not convert a practice *not otherwise unlawful* into the unauthorized practice of law.” Id. at 869 (emphasis added).

The court added that “[t]o assert that whether conduct amounts to the unauthorized practice of law turns on what the actor calls the fee—on the mere designation of the charge as a ‘drafting fee’—is to exalt form over substance and to ignore the public welfare concerns.” Id.

Other courts have applied these same conclusions specifically to title insurers. See Bar Ass’n of Tennessee, Inc, et al v Union Planters Title Guaranty Co et al, 326 SW2d 767, 779; 46 Tenn App 100 (1959). (“[T]itle insurance companies should not, by narrow or strained construction, be prohibited by court decisions from drafting legal documents which are intimately connected with the business for which they are chartered.”)

MLTA respectfully suggests that this Court should grant Ameribank’s Appeal and clarify that the preparation of routine documents, without the rendering of legal advice or the discretionary modification of legal forms, does not constitute the practice of law, and is therefore permissible, whether or not a fee is charged. Such a ruling would protect a process for closing real estate transactions which has provided great benefit to consumers and the real estate industry in Michigan, without any suggestion of consumer harm. The doubts created by the decision of the Court of Appeals should not be allowed to engender litigation that will only interfere with commerce in Michigan.

CONCLUSION AND REQUEST FOR RELIEF

For the foregoing reasons, Michigan Land Title Association respectfully requests that this Honorable Court grant Ameribank's Appeal and reverse the decision below.

Respectfully submitted,

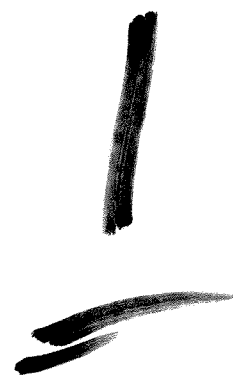
MAY, SIMPSON & STROTE, P.C.

Dated: June 5, 2002

By: 

Thomas C. Simpson (P-20516)
Counsel for Amicus Curiae
Michigan Land and Title Association
100 W. Long Lake Road, #200
Bloomfield Hills, MI 48304-2774
(248) 646-9500

MAY, SIMPSON & STROTE





PURCHASER'S CLOSING STATEMENT

Closing Date:

Title No.: 642193

Seller(s):

Address:

Purchaser(s):

Address:

Property Address:

CREDITS TO SELLER

Contract sales price \$

TOTAL CREDITS \$

CREDITS TO PURCHASER

TOTAL CREDITS \$

Net cash due Seller from Purchaser \$

=====

We acknowledge the foregoing to be a correct accounting and accept the foregoing as rendered

Dated:

Purchaser(s) Signature(s):

BY: _____

Form 978 (2-96)

SELLER'S CLOSING STATEMENT

Closing Date:

Title No.: 642193

Seller(s):

Address:

Purchaser(s):

Address:

Property Address:

CREDITS TO SELLER

Contract sales price \$

TOTAL CREDITS \$

SELLER'S EXPENSES

Commission..... \$

Total Expenses \$

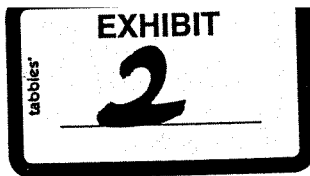
We, the undersigned, consider the foregoing to be a correct accounting and accept the foregoing as rendered.

Dated:

Seller(s) Signature(s):

BY: _____

2



L-4260

Michigan Department of Treasury
2766 (9-97)

This form is issued under authority of
P.A. 415 of 1994. Filing is mandatory.

PROPERTY TRANSFER AFFIDAVIT

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct taxable value. It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. If it is not filed timely, a penalty of \$5/day (maximum \$200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property	2. County	4. Date of Transfer (or land contract was signed)
3. City/Township/Village of Real Estate <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		5. Purchase Price of Real Estate
6. Property Identification Number (PIN) If you don't have a PIN, attach legal description.		PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.

7. Seller's (Transferor) Name	8. Buyer's (Transferee) Name and Mailing Address
-------------------------------	--

Items 9 - 13 are optional. However, by completing them you may avoid further correspondence.

Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See the back for a complete list.

9. Type of Transfer
<input type="checkbox"/> Land Contract <input type="checkbox"/> Lease
<input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____

10. <input type="checkbox"/> Yes <input type="checkbox"/> No Is the transfer between related persons?	11. Amount of Down Payment
12. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount Financed (Borrowed)

Exemptions

The Michigan Constitution limits how much a property's taxable value can increase while it is owned by the same person. Once the property is transferred, the taxable value must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price. Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-m). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from one spouse to the other spouse
- ☐ change in ownership solely to exclude or include a spouse
- ☐ transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ transfer to effect the foreclosure or forfeiture of real property
- ☐ transfer by redemption from a tax sale
- ☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ transfer resulting from a court order unless the order specifies a monetary payment
- ☐ transfer creating or ending a joint ownership if at least one person is an original owner of the property (or his/her spouse)
- ☐ transfer to establish or release a security interest (collateral)
- ☐ transfer of real estate through normal public trading of stocks
- ☐ transfer between entities under common control or among members of an affiliated group
- ☐ transfer resulting from transactions that qualify as a tax-free reorganization
- ☐ other, specify: _____

Certification

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature	Date	If signer is other than the owner, print name and title.
-------------------	------	--

Instructions

This form must be filed when there is a transfer of real property or of the following types of personal property:

- * buildings on leased land.
- * leasehold improvements (as defined in MCL Section 211.8(h)).
- * leasehold estates (as defined in MCL Section 211.8(i) and (j)).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. It includes, but is not limited to, the following conveyances:

- * deed.
- * land contract.
- * transfer into a trust, unless the sole beneficiary is the settlor (creator of the trust), the settlor's spouse, or both.
- * transfer from a trust, unless the distributee is the sole present beneficiary, the spouse of the sole present beneficiary, or both.
- * changes in the sole present beneficiary of a trust, unless the change only adds or substitutes the spouse of the sole present beneficiary.
- * distributions by a will or intestate succession, unless to the decedent's spouse.
- * leases, if the total duration of the lease is more than 35 years, including the initial term and all options for renewal, or if the lease grants the lessee the right to purchase the property at the end of the lease for not more than 80 percent of the property's projected true cash value at the end of the lease. This only applies to the portion of the property subject to the lease described above.
- * transfers of more than a 50 percent interest in the ownership of a business, unless the ownership is gained through the normal public trading of shares of stock.
- * transfers of property held as a tenancy in common, except the portion of the property not subject to the ownership interest conveyed.
- * a conveyance of an ownership interest in a cooperative housing corporation, except that portion of the property not subject to the ownership interest conveyed.

For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

Section 211.27a(8)

"... the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5)

"Beginning December 31, 1994, the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

3

HOMESTEAD EXEMPTION AFFIDAVIT

PROPERTY INFORMATION (Always complete this section)

** 1. Property tax identification number		** 2. ZIP Code
** 3. Street Address of Property	4. Name of Township or City <input type="text"/> Township <input type="text"/> City	5. County

** 7. Name of Owner (first, middle, last)	** 8. Owner's Social Security Number
** 9. Name of Co-Owner (first, middle, last)	**10. Co-Owner's Social Security Number

14. If yes, have you rescinded that homestead exemption? ☐ Yes ☐ No

15. Owner's Signature	Date	16. Co-Owner's Signature	Date



EXHIBIT 3

INSTRUCTIONS

If you own and occupy your homestead, it may be exempt from a portion of your local school operating taxes. To claim an exemption, complete this affidavit and file it with your township or city by May 1. Your local assessor will adjust your taxes on your next property tax bill. Note that this is an exemption from part of the taxes and does not affect your assessment.

Owning means you hold the legal title to the homestead or that you are currently buying it on a notarized or recorded land contract. Renters should not file this form.

Occupying means this is your principal residence or "homestead"; the place you intend to return to whenever you go away. It is the address that appears on your Driver License or Voter Registration Card. You may have only one homestead at a time. Vacation homes and income property which you do not occupy as your principal residence, may not be claimed.

Rescinding Your Exemption if you claim an exemption, then stop using it as a principal residence, you must notify your township or city assessor within 90 days of the change or you may be penalized. This can be done using the Request to Rescind Homestead Exemption (form 2602, formerly T-1067).

Property Information

Line 1: Property is identified with a property tax identification number. This number will be found on your tax bill and on your property tax assessment notice. Enter this number in the space indicated. Submit a separate affidavit for each property being claimed. If you cannot find this number, call your township or city assessor.

Your property number is vital!

Without it, your township or city cannot adjust your property taxes accurately.

Lines 2-5: Enter the complete address of the property you are claiming. Check the appropriate box for the city or township. If you live in a village, list the township in which the homestead is located.

Line 6: Your homestead is the dwelling that you occupy as your permanent home and any vacant adjacent or contiguous properties that are classed residential. Indicate the date this property became your homestead.

Lines 6a and 6b: Check the appropriate box which identifies the property being claimed.

Lines 7-11: Enter the name, social security number(s) and daytime phone number of the legal owner(s). Do not include information for a co-owner who does not occupy the homestead.

The request for the Social Security number is authorized under section 42 USC 405(c)(2)(C)(i). It is used by the Department of Treasury to verify tax exemption claims and to deter fraudulent filings. Any use of the number by closing agents or local units of government is illegal and subject to penalty.

Line 12: Multiple-Unit or Multi-Purpose Property If you own and live in a multiple-unit or multi-purpose property (e.g. a duplex or apartment building, or a storefront with an upstairs flat), you can claim an exemption only for the portion that you use as your principal residence. Calculate your portion by dividing the floor area of your principal residence by the floor area of the entire building.

If the parcel of property you are claiming has more than one home on it, you must determine the percentage that you own and occupy as you homestead. A second residence on the same property (e.g. a mobile home or second house), is not part of your homestead even if it is not rented to another person. Your local assessor can tell you the assessed value of each residence to help you determine the percentage that is your homestead.

If you rent part of your home to another person, you may have to prorate your exemption. If your home is a single-family dwelling and the renters enter through a common door or your living area to get to their rooms, you may claim a 100 percent exemption if less than 50 percent of your home is rented to others who use it as a principal residence. However, if a part of the home was converted to an apartment with a separate entrance, you must calculate the percentage that is your homestead, by dividing the floor area of your principal residence by the floor area of the entire building.

Certification

Lines 15-17: Sign and date the form. Enter your mailing address if it is different from the address on line 3.

Mailing Your Form

Mail your completed form to the township or city assessor in which the property is located. This address may be on your most recent tax bill or assessment notice. Do not send this form directly to the Department of Treasurer.

Interest and Penalty

If it is determined that you claimed property that is not your homestead, you may be subject to the additional tax plus penalty and interest as determined under the Property Tax Act.

Additional Forms or Questions?

If you need forms please call 800-FORM-2-ME (367-6263).

If you have questions call (517) 334-7076.

4



WARRANTY DEED

STATUTORY FORM FOR INDIVIDUALS

642193

Form No. M-960

KNOW ALL MEN BY THESE PRESENTS: That Mark R. Donaldson; Richard V. Donaldson and Jean M. Donaldson, husband and wife whose street number and post office address is

and to whose street number and post office address is

the following described premises situated in the County of and State of Michigan, to-wit:

SEE EXHIBIT " A " ATTACHED HERETO AND MADE A PART HEREOF

More commonly known as: ,

for the sum of , (****) Dollars

Dated this day of

Signed and Sealed in presence of

Signed and Sealed:

STATE OF

COUNTY OF

}
}
} ss.
}

The foregoing instrument was acknowledged before me this day of by

My Commission expires , Notary Public, County, Michigan

County Treasurer's Certificate

City Treasurer's Certificate

After recording return to:

Drafted By:

EXHIBIT 4

15

Michigan Basic Practice Handbook Fifth Edition

Volume 1

The Institute of Continuing Legal Education
1020 Greene Street
Ann Arbor, Michigan 48109-1444
Toll-free (877) 229-4350; Toll-free fax (877) 229-4351
<http://www.icle.org/>



EXHIBIT 5

WARRANTY DEED

whose address is / are _____
the following described premises situated in the _____ of _____
County of _____ and the State of Michigan:

The Grantor(s) also grant(s) to the Grantee(s) the right to make _____ division(s) under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

Dated this _____ day of _____ . _____

Signed by:

-
-
-
-
-

COUNTY OF _____

Notary Public.

County, Michigan

My Commission expires _____

Drafted By:

Business Address:

(City and State)

- Names of Witnesses, Notary Public, and persons executing this instrument must be legibly printed, typewritten or stamped immediately beneath the signature of such person.

**Form 5.16
Bill of Sale**

[Seller's name] of [seller's address] ("Seller"), gives to [buyer's name] of [buyer's address] ("Buyer"), this bill of sale for the following described property: [property description] in exchange for the sum of \$[amount] from Buyer. Seller acknowledges receipt of the above-stated sum and conveys all of [his / her] rights in the above-described property to Buyer and [his / her] assigns and successors.

This transfer is effective as of [date].

Witness:

Seller:

STATE OF MICHIGAN)
_____ COUNTY)

Subscribed and sworn to before me on

_____.

/s/ _____

Notary Public, _____ County

My commission expires _____.

MICHIGAN LEGAL FORMS

Margaret A. Meyers
General Editor

Volume 7

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Warranty Deed

The Grantor(s), _____, [husband and wife / a married man / a single man], whose address is _____, convey and warrant to the Grantees, _____, whose address is _____, the following described premises in the [township / village / city] of _____ County, Michigan:

for \$_____, subject to easements and building and use restrictions of record, further subject to _____

and subject to the lien of taxes not yet due and payable.

Dated: _____

Signed in the presence of

Signed by

/s/ _____
[Name typed or printed in black ink]

/s/ _____
[Name typed or printed in black ink]

/s/ _____
[Name typed or printed in black ink]

/s/ _____
[Name typed or printed in black ink]

STATE OF MICHIGAN)
_____ COUNTY)

Acknowledged before me in _____ County, Michigan, on [date], by _____

/s/ _____
[Name typed or printed in black ink]
Notary Public

_____ County, Michigan
My commission expires _____

When recorded return to

Send subsequent tax
bills to

Drafted by

Tax Parcel #

Recording Fee

Transfer Tax

Bill of Sale in a Real Estate Transaction

BILL OF SALE

_____, of _____, Michigan, the seller, gives this bill of sale to _____, of _____, Michigan, the buyer, for \$_____, paid by the buyer, the receipt of which the seller acknowledges. The seller warrants and conveys to the buyer and the buyer's successors and assigns all the seller's rights, title, and interests in the following property: _____

This property is presently located on the premises commonly known as [address].
This transfer is effective [date].

/s/ _____
Witness

[Typed name of the seller]

by /s/ _____
[Typed name and position of the signer]

/s/ _____
Witness

Michigan Real Estate Forms

-Practice-

John G. Cameron, Jr.

1

1999



8172215

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CHARLOTTESVILLE, VIRGINIA

MI. REAL ESTATE FORMS Issue 9 (1999)

Form 3.3.1.0

First American Title Warranty Deed

WARRANTY DEED—681

(State Bar of Michigan Form)

The Grantor(s)

, whose address is

convey(s) and warrant(s) to

whose address is

the following described premises situated in the

of

County of

and State of Michigan:

for the sum of

subject to easements and building and use restrictions of record and further subject to

Dated this

day of

, 19

Signed in presence of:

Signed by:

STATE OF MICHIGAN. }

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

 Notary Public,
 Michigan
 My commission expires:

County: _____

County Treasurer's Certificate

City Treasurer's Certificate

When Recorded Return To:

(Name)

(Street Address)

(City and State)

Send Subsequent Tax Bills To:

Drafted By:

Business Address

Tax Parcel # _____ Recording Fee _____ Transfer Tax _____

* TYPE OR PRINT NAMES UNDER SIGNATURES.

47.060-073

FIRST AMERICAN TITLE INSURANCE COMPANY

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING FIRST AMERICAN TITLE INSURANCE COMPANY

Form 3.4.9.1

Grand Rapids Real Estate Board Form



GRAND RAPIDS REAL ESTATE BOARD

BILL OF SALE

WITNESSETH, that _____

_____ of _____

_____ ("Sellers" herein) in

consideration of (1) _____

receipt of which is hereby acknowledged, hereby grant, convey and sell to _____

_____ ("Buyers" herein) all of the

following described goods and chattels: _____

(If more space is needed, refer to and attach a schedule.)

all of which are presently located in or on the premises commonly known as _____

Sellers covenant that they are the lawful owners of the goods and chattels described herein and that they are free from all security interests and encumbrances except _____

(If more space is needed refer to and attach a schedule.)

and that this transfer complies with Uniform Commercial Code, Article 6 (bulk transfers), and they will warrant and defend the sale of said property against the claims and demands of all persons except those disclosed above.

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale the _____ day of _____, 19____.

Witnesses:

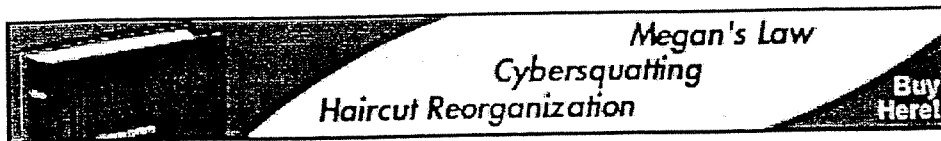
Sellers

Note: As used herein the plural of any word includes the singular.

(1) If sold in connection with the sale of real property, state "Buyers purchase of certain real estate".

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Buying and Selling

WARRANTY DEED

For good consideration, we _____ of _____, County of _____, State of _____, hereby bargain, deed and convey to _____ of _____, County of _____, State of _____, the following described land in _____ county, free and clear with WA COVENANTS; to wit:

Grantor, for itself and its heirs, hereby covenants with Grantee, its heir assigns, that Grantor is lawfully seized in fee simple of the above-described p that it has a good right to convey; that the premises are free from all encumbr Grantor and its heirs, and all persons acquiring any interest in the property g through or for Grantor, will, on demand of Grantee, or its heirs or assigns, an expense of Grantee, its heirs or assigns, execute and instrument necessary for assurance of the title to the premises that may be reasonably required; and tha and its heirs will forever warrant and defend all of the property so granted to its heirs, against every person lawfully claiming the same or any part thereof.

Being the same property conveyed to the Grantors by deed of _____, dated _____ 19____.

WITNESS the hands and seal of said Grantors this _____ day of _____, 19____.

Grantor

Grantee

STATE OF
COUNTY OF

On _____ before me, _____, personally
appeared _____, personally known to me
to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
subscribed to the within instrument and acknowledged to me that he/she/they exe
same in his/her/their authorized capacity(ies), and that by his/her/their signa
the instrument the person(s), or the entity upon behalf of which the person(s)
executed the instrument.

WITNESS my hand and official seal.

Signature _____

Affiant _____ Known _____ Unknown
ID Produced _____ (Seal)



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Buying and Selling

WARRANTY BILL OF SALE

BE IT KNOWN, that for good consideration, and in payment of the sum of \$___ the receipt and sufficiency of which is acknowledged, the undersigned _____ of _____ (Seller) hereby sells and transfers to _____ of _____ (Buyer) and its successors and assigns forever, the following described chattel personal property.

Seller warrants to Buyer it has good and marketable title to said property authority to sell and transfer said property, and that said property is sold free of liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Seller further warrants to Buyer that it will fully defend, protect, indemnify and hold harmless the Buyer and its lawful successors and assigns from any adverse claim.

Said assets are otherwise sold in "as is" condition and where presently located.

Signed this _____ day of _____, 19____.

In the presence of:

Witness

Seller

Address



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Submit URL

Comments

V-Servers

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6

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That Mark R. Donaldson; Richard V. Donaldson and Jean M. Donaldson, husband and wife, herein referred to as Seller, whose address is and , herein referred to as Purchaser, whose address is are the Seller and Purchaser of premises situated in the of County of described as follows:

SEE EXHIBIT " A " ATTACHED HERETO AND A PART HEREOF

More commonly known , as hereinafter referred to as the subject property.

For the sum of One Dollar (\$1.00) and other good and valuable considerations paid to said Seller by said Purchaser, said Seller has bargained and sold, and by these presents does grant and convey, unto the said Purchaser all the following goods and chattels which are in the possession of said Seller at the subject property.

and the said Seller does agree to warrant and defend the sale of the aforementioned goods and chattels, unto the Purchaser against all and every person or persons whatsoever. Seller further acknowledges that the consideration of this instrument is actual and adequate, and that same is given in good faith for the purposes herein, set forth, and not for the purpose of security, or for defrauding creditors of the vendor or subsequent Purchasers.

In Witness Whereof, The Seller(s) have set their hands and seals this day of .

Witness

Witness

STATE OF }

COUNTY OF }

ss.

The foregoing instrument was acknowledged before me a notary public, this day of by Mark R. Donaldson; Richard V. Donaldson and Jean M. Donaldson, husband and wife

Notary Public, County, Michigan
My commission expires:

Notary

By the signature of Purchaser they acknowledge copies of this Bill of Sale

EXHIBIT 6